

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
(Alexandria Division)

Liberty Mutual Fire Insurance Company,)
175 Berkely Street)
Boston, Massachusetts 02116-5066)

Plaintiff,)

v.)

Case No. _____

Pillar Construction, Incorporated,)
Serve: Roy Morris, Registered Agent)
3847 N. Tazewell Street)
Arlington, Virginia 22207)
Defendant.)

Complaint

Plaintiff, Liberty Mutual Fire Insurance Company (“Liberty Mutual”), a Wisconsin corporation, sues Defendant, Pillar Construction, Inc. (“Pillar”), a Virginia corporation, and states as follows:

I. Jurisdiction and Parties

1. This is an action for damages exceeding \$75,000.00 exclusive of interest, costs and attorneys’ fees, and is within the jurisdiction of this Court pursuant to 28 USC § 1332.

2. Liberty Mutual Fire Insurance Company is an active Wisconsin Company, licensed and authorized to do business in Virginia and multiple other jurisdictions, whose principal place of business is 175 Berkely Street, Boston, Massachusetts.

3. Pillar Construction, Incorporated is an active Virginia corporation whose principal place of business is in Alexandria, Virginia.

4. This Court has jurisdiction of this matter and these parties pursuant to 28 USC § 1332. Venue in this District is proper pursuant to 28 USC § 1391.

II. General Allegations

5. On or about 16 August 2015, Liberty Mutual issued a workers' compensation and employers liability policy, Policy Number WC2-Z51-291431-015 ("the Policy"), to Pillar. A copy of the Policy is attached as **Exhibit A**.

6. The Policy provides that the insured shall pay all premiums when due. Liberty Mutual performed the required audit at policy termination and determined that Pillar owed an additional \$260,239.00 in premiums for the coverage provided by the Policy.

7. On March 1, 2018, Liberty Mutual sent a final statement to Pillar, a true copy of which is attached as **Exhibit B**, demanding payment.

8. Pillar has failed and refused to pay in full or in part the obligation of \$260,239.00.

9. Liberty Mutual has fully performed all of its obligations pursuant to the Policy and applicable law.

10. All conditions precedent to this action have occurred or have been waived or performed.

COUNT 1 **(Breach of Contract)**

11. Liberty Mutual re-alleges paragraphs 1-10 and incorporates them as if here reiterated.

12. The Policy is a contract of insurance that contains the respective rights and responsibilities of Liberty Mutual as the insurer and Pillar as the insured.

13. Pillar breached its contract by failing and refusing to pay the premiums due on the Policy.

14. As a result of Pillar's breach of contract, Liberty Mutual has been damaged.

WHEREFORE, Plaintiff, Liberty Mutual Fire Insurance Company, requests judgment against Defendant, Pillar Construction, Incorporated, for principal damages of \$260,239.00, interest, costs, attorneys' fees, and other relief deemed appropriate.

COUNT II
(Unjust Enrichment)

15. Liberty Mutual re-alleges paragraphs 1-14 and incorporates them as if here reiterated.

16. Liberty Mutual conferred a benefit on Pillar by providing workers' compensation insurance and employer's liability coverage for the latter's business operations, which transferred the risk of industrial accidents, and liability for those accidents, from Pillar to Liberty Mutual.

17. Pillar apprehended the benefits conferred on it by Liberty Mutual and accepted and retained the benefits of such risk transference during and after the policy term.

18. It would be inequitable to permit Pillar to reap the benefits of Liberty Mutual's services without paying the obligation it owes Liberty Mutual, which was calculated pursuant to the contract of insurance into which Pillar freely entered.

19. Liberty Mutual has retained the undersigned attorneys and must pay them reasonable attorneys' fees for their services.

WHEREFORE, Plaintiff, Liberty Mutual Fire Insurance Company, requests the entry of judgment against defendant, Pillar Construction, Inc., for damages in the principal amount of \$260,239.00 interest; costs, attorney's fees, and such further relief this Court deems appropriate.

Respectfully submitted,

**LIBERTY MUTUAL FIRE INSURANCE
COMPANY**

By Counsel,

/s/ Andrew J. Terrell

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